

## RENTAL PROCEDURES/POLICIES:

To ensure the Department of Recreation achieves its goals of providing clean, safe, and healthy facilities, and a positive reservation/check out experience, we have developed the following information on rules, terms and conditions for renting Montgomery County facilities. By signing these Terms and Condition and the Facility Use Application, the renter states that the renter has read and agrees to abide by all conditions.

- A. RESERVATIONS: The responsible person (applicant) must be age 21 or older. The applicant, not a designee, is required to sign the application. One half the total rental fees are due at the time of permit application. The balance of the rental fee and the security deposit will be due two weeks prior to your event.(Prior to each date if multiple dates.) Make all checks/money orders payable to: Montgomery County Department of Recreation (MCDR). We also accept Master Card and Visa for all payments.
- B. APPLICATION APPROVAL: The Center Director/Assistant Director initiate the approval process, however Management, the Director of the Recreation Department, and the Montgomery County and Park Police reserve the right to inspect and/or deny any request for good cause. (An explanation will be provided.) In addition, all requests that include Light Alcohol MUST be approved at all levels.
- C. GENERAL INDEMNIFICATION: The renter agrees that it will pay for all damages to any property of the County resulting directly or indirectly from the conduct of any member, officer, employee, agent, or guest of the organization, or any of its invitees. The renter also agrees that it will hold harmless and indemnify the County from and against any all liability which may be imposed upon it for any injury to persons or property caused by the renter or any other person in connection with the renter's use of the facility named in this agreement.
- D. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION: The renter must obtain all necessary licenses related to its use of music in connection with an event. The license(s) related to the music must cover the County. The renter must indemnify and hold the County harmless relative to the renter's improper or unauthorized use of music in connection with this agreement. The renter must protect, indemnify, and hold harmless the County from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, including attorney's fees and costs of the defense of the County, in any suit (including appeals) based on or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any copyright or proprietary right in connection with the event. Prior to execution of this agreement, the renter must obtain, at its own expense, and keep in force and effect during the period covered by this agreement, commercial general liability insurance of \$500,000, including contractual liability, premises and operation, and independent contractors. The County must be named as an additional-insured under the insurance policy. Forty-five (45) days written notice to the County of cancellation or material change in the policy is required.
- E. ADDITIONAL REQUIREMENTS: The Department of Recreation, Montgomery County Policy, and the Park Police may require additional security to be hired at the renter's cost for permit approval. The

Department of Recreation requires a ratio of 1 to 10 for adult chaperones (age 21 and over) to youth for teen events. A list of the chaperones may be required and must be submitted with the security deposit.

F. CANCELLATIONS: All cancellations will be charged a \$25 Service Fee. Written notice of cancellation must be received at least 30 days before the event to receive the full remainder of the rental fee. A notification received less than 30 days before the event shall result in the forfeiture of (1/2) one half the total rental fees. A full refund will be issued in the event of a facility failure.

G. RESCHEDULING/TRANSFER: Only one (1) rescheduling and/or transfer of a rental is permitted. Any request to do so made less than 30 days of the original date shall be charged an additional \$25 schedule adjustment fee. A rental that cannot be rescheduled must be cancelled according to the CANCELLATION policy.

H. APPLICABLE LAWS: This agreement must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The renter must obtain any necessary licenses and permits, and comply with all applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this agreement exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

## II. RULES:

The following rules must be obeyed by the renter and all participants and/or spectators of the event specified in the rental agreement. Failure to adhere to the rules and/or this agreement shall be considered a breach of contract and shall be penalized as prescribed below. In addition, the renter is also responsible for any outside contractor or contracted service, and their equipment, associated with the rental.

A. MAJOR VIOLATION: Any violation of the following rules will be considered a "MAJOR VIOLATION" and shall result in: 1) Immediate closure of an event, 2) Forfeiture of all fees and deposits, 3) Disqualification from future rentals, 4) An alert placed on all Recreation accounts, and if necessary 5) Police will be called. In addition any repeated and/or uncorrected Minor Violation will also be considered a Major Violation.

1. Center staff MUST be respected and obeyed.
2. All persons and activities must comply with County, State, and Federal laws. This includes the prohibition of use and/or possession of weapons, hard liquor, lit tobacco products, and any illegal substances on the property.
3. Use and/or possession of Alcohol are prohibited unless a permit has been obtained.
4. Permitted alcohol use can only occur in the rented designated Area.
5. Use and/or handling of Alcohol by anyone under 21 years old is prohibited.
6. The Montgomery County Board of Licensing must permit any Bingo held in centers; all other gambling is illegal.
7. The following rentals are prohibited: 1) On-going classes, programs, or activities that duplicate or are in conflict with a Montgomery County sponsored activity, 2) Activities for profit, 3) Events open for general admission to the public, 4) Activities that charge/collect admission.
8. The use of open flames (candles), "silly string", and fog machines are prohibited.
9. The renter must hire or provide, as required, additional adult chaperones/security.

10. The rental must take place as described on the permit, including the type of activity and the number of guests/participants, and must occur within the approved times.

B. Any of the following shall be considered a "MINOR VIOLATION" and shall result in a freezing of the security deposit until all associated costs and penalties are paid by the renter including 1) The \$25 Service Fee, 2) The costs of staff salary to repair or correct the violation, 3) The cost of parts for repairs/replacement, 4) The cost of any outside contractor services needed to affect repairs, and 5) Any additional and/or corrected rental fees. An alert notice will be placed on your Recreation account indicating violations of your rental agreement. This information will be considered in permitting your future rentals and may jeopardize approval.

1. Any activities deemed inappropriate and indicated by the Center staff are prohibited.
2. Tampering with thermostats or light fixtures is prohibited.
3. Your event and guests must remain in the rooms requested and approved. Common areas are NOT included for use.
4. The responsible person signing the permit must attend the event from beginning to end.
5. The set-up and clean up time cannot be used for rental activity.
6. The renter is responsible for all set-up and takedown/return of tables and chairs and other center equipment and for the cleaning, recycling and trash removal as indicated in the rental packet.
7. The building and all equipment must be used and treated appropriately, and not abused or broken.
8. The rental permit signer must check out with the Center staff to insure the room is in good condition prior to leaving.

### III. NOTIFICATION OF VIOLATIONS:

The staff on duty will notify you (the renter) of observed violations. You must correct them immediately. Obtaining a signature on the check-out form from the staff does not waive the right of the Center Director or the Department of Recreation to take prescribed disciplinary action for reported or unreported violations. The Director must complete and sign the check-out form after the rental to officially "close-out" each rental. The violations (if observed) and any actions taken or needed will be indicated on the form. A copy of the form will be provided.